

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

**IN RE: LIQUID ALUMINUM SULFATE  
ANTITRUST LITIGATION**

Civil Action No. 16-md-2687 (JLL)(JAD)

*This Document Relates to:  
16-md-2687 (JLL) (JAD)  
16-cv-2873 (JLL) (JAD)*

**ANSWER OF GEO SPECIALTY CHEMICALS, INC.  
TO INDIRECT PURCHASER PLAINTIFFS' CONSOLIDATED AMENDED  
COMPLAINT**

Now comes Defendant Geo Specialty Chemicals Inc. ("GEO"), by and through its undersigned counsel, and for its answer to the Indirect Purchasers' Consolidated Amended Complaint (the "Complaint") hereby admits, denies and avers as follows:

1. GEO admits that the Complaint purports to assert an antitrust class action and was filed in accordance with the Court's Orders and denies the remaining allegations of Paragraph 1 of the Complaint.

**INTRODUCTION**

2. GEO admits that liquid aluminum sulfate ("Alum") is used to treat drinking and waste water and in the manufacturing of pulp and paper, and denies the remaining allegations of Paragraph 2 of the Complaint.

3. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraph 3 of the Complaint, and therefore denies those allegations.

4. GEO admits the allegations of Paragraph 4 of the Complaint.

5. GEO denies the allegations of Paragraphs 5 and 6 of the Complaint.

6. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum. GEO is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 7 of the Complaint, and therefore denies those allegations.

7. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum. GEO is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 8 of the Complaint, and therefore denies those allegations.

8. GEO denies the allegations of Paragraph 9 of the Complaint.

9. GEO admits that on June 16, 2016, in *United States of America v. GEO Specialty Chemicals, Inc.*, 16-cr-290 (D.N.J.), GEO pled guilty to the charges in a one-count Information, which charged one violation of the Sherman Act, 15 U.S.C. §1, and agreed to pay a \$5 million fine. GEO avers that the terms of GEO's plea agreement are of public record and speak for themselves. GEO is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 10 of the Complaint, and therefore denies those allegations, except to admit that Vincent Opalewski and Brian C. Steppig have been indicted.

10. GEO denies the allegations of Paragraph 11 of the Complaint.

#### **JURISDICTION AND VENUE**

11. The allegations of Paragraphs 12 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

12. GEO admits the allegations of Paragraph 13 of the Complaint to the extent that it transacted business in certain U.S. states, including in this District, and participated in the manufacturing and distribution of Alum in certain U.S. states. GEO denies the remaining allegations of Paragraph 13 of the Complaint to the extent they pertain to GEO and is without sufficient information to form a belief as to the truth of those allegations to the extent they pertain to other Defendants and therefore denies those allegations.

13. GEO admits the allegations of Paragraph 14 of the Complaint to the extent that it transacted business in certain U.S. states, including in this District, and participated in the manufacturing and distribution of Alum in certain U.S. states. GEO denies the remaining allegations of Paragraph 14 of the Complaint to the extent they pertain to GEO and is without sufficient information to form a belief as to the truth of those allegations to the extent they pertain to other Defendants and therefore denies those allegations.

14. GEO denies the allegations of Paragraphs 15, 16, 17, and 18 of the Complaint.

## **I. PLAINTIFFS**

15. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 19 and 20 of the Complaint, and therefore denies those allegations.

## **II. CORPORATE DEFENDANTS**

### **A. GenChem**

16. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 21, 22, 23, 24, 25, 26, 27, and 28 of the Complaint, and therefore denies those allegations.

### **B. C&S**

17. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraph 29 of the Complaint, and therefore denies those allegations.

**C. GEO**

18. GEO admits that it is a private corporation with a corporate office in Ambler, Pennsylvania, and a corporate office in Lafayette, Indiana, manufactures and sells water treatment chemical including Alum, and sells Alum to certain areas of the United States. GEO denies the remaining allegations of Paragraph 30 of the Complaint.

19. GEO admits that it filed a Chapter 11 petition in the United States Bankruptcy Court for the District of New Jersey on March 18, 2004, and that it emerged from bankruptcy on December 20, 2004, and GEO denies the remaining allegations of Paragraph 31 of the Complaint.

20. GEO denies the allegations of Paragraphs 32 and 33 of the Complaint.

**D. USALCO**

21. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 34, 35, and 36 of the Complaint, and therefore denies those allegations.

**E. Kemira**

22. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 37 and 38 of the Complaint, and therefore denies those allegations.

**F. Southern Ionics**

23. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraph 39 of the Complaint, and therefore denies those allegations.

**III. INDIVIDUAL DEFENDANTS**

24. GEO admits that Defendant Frank A. Reichl pled guilty on October 27, 2015, and GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 40 of the Complaint, and therefore denies those allegations.

25. GEO admits that Defendant Brian C. Steppig held certain position at GEO between 1998 and 2011 that involved the sale and marketing of Alum and that Mr. Steppig was indicted on February 17, 2016. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 41 of the Complaint, and therefore denies those allegations.

26. GEO admits that Defendant Vincent J. Opalewski was indicted on February 17, 2016, and GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 42 of the Complaint, and therefore denies those allegations.

27. GEO admits that Defendant Alex Avraamides held certain positions at GEO from 2005 through 2010 and that, for part of that time, he directed the sales and marketing of Alum. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 43 of the Complaint, and therefore denies those allegations.

28. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraph 44 of the Complaint, and therefore denies those allegations.

29. GEO admits that Defendant Kenneth A. Ghazey has been the GEO President and Chief Executive Officer of GEO and has served on the Board of Directors since that period. GEO denies the remaining allegations of Paragraph 45 of the Complaint.

30. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraph 46 of the Complaint, and therefore denies those allegations.

31. GEO denies the allegations of Paragraph 47 of the Complaint to the extent they apply to GEO, and GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 47 and therefore denies those allegations.

32. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 48 and 49 of the Complaint, and therefore denies those allegations, and GEO specifically denies that it is jointly and severally liable for the acts of named or unnamed co-conspirators.

## **BACKGROUND CONCERNING ALUM AND ASPECTS OF THE ALUM MARKET THAT MADE IT SUSCEPTIBLE TO COLLUSION**

### **I. Liquid Aluminum Sulfate**

33. GEO admits that Alum may be used to remove impurities and other substances from water and that the chemical composition of Alum may be represented as  $\text{Al}_2(\text{SO}_4)_3$  and GEO denies the remaining allegations of Paragraph 50 of the Complaint.

34. GEO admits that Alum functions as a coagulant. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 51 of the Complaint, and therefore denies those allegations.

35. GEO admits that Alum is used in water and wastewater treatment. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 52 of the Complaint, and therefore denies those allegations.

36. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 53, 54, and 55 of the Complaint, and therefore denies those allegations.

### **II. The nature of the LAS industry makes it susceptible to collusion**

37. The allegations of Paragraph 56 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

**A. Alum is a commoditized product**

38. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 57 and 58 of the Complaint, and therefore denies those allegations.

**B. The bidding process**

39. GEO admits the allegations of Paragraphs 59 and 60 of the Complaint.

40. GEO is without information sufficient to form a belief as to the truth of the allegation of Paragraphs 61, 62, and 63 of the Complaint, and therefore denies those allegations.

**C. The market for Alum is mature and demand growth was weak during the class period**

41. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 64, 65, 66, and 67 of the Complaint, and therefore denies those allegations.

**D. Despite stable or declining costs, the prices for Alum increased during the Class Period**

42. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 68, 69, 70, 71, 72, and 73 of the Complaint, and therefore denies those allegations.

**E. High barriers to entry exist in the Alum market**

43. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 74, 75, and 76 of the Complaint, and therefore denies those allegations.

**F. The Alum market is highly concentrated**

44. GEO denies the allegations of Paragraph 77 of the Complaint.

**EVIDENCE OF THE CONSPIRACY**

**I. Several defendants have plead guilty or have been indicted**

45. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 78 of the Complaint, and therefore denies those allegations.

46. GEO admits that on June 16, 2016, in *United States of America v. GEO Specialty Chemicals, Inc.*, 16-cr-290 (D.N.J.), GEO pled guilty to the charges in a one-count Information, which charged one violation of the Sherman Act, 15 U.S.C. §1, and agreed to pay a \$5 million fine and that Defendants Vincent Opalewski and Brian C. Steppig has been indicted. GEO also admits that Defendant Frank Reichl has pled guilty to charges relating to Alum sales. GEO is without information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 79 of the Complaint, and therefore denies those allegations.

47. GEO admits the allegations of Paragraphs 80 of the Complaint that Defendant Frank Reichl pled guilty to charges relating to Alum sales. The remaining allegations of Paragraph 80 of the Complaint are an incomplete, and therefore, inaccurate recitation of a written document, and GEO therefore denies those allegations.

48. GEO admits that on June 16, 2016, in *United States of America v. GEO Specialty Chemicals, Inc.*, 16-cr-290 (D.N.J.), GEO pled guilty to the charges in a one-count Information, which charged one violation of the Sherman Act, 15 U.S.C. §1, and agreed to pay a \$5 million fine. GEO avers that the terms of GEO's plea agreement are of public record and speak for themselves. GEO is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 81 of the Complaint, and therefore denies those allegations.

49. GEO admits that Defendants Vincent Opalewski and Brian C. Steppig was indicted. GEO is without information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 82 of the Complaint, and therefore denies those allegations.

50. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraph 83 of the Complaint, and therefore denies those allegations.

**II. Defendants had an incentive to conspire**

51. GEO admits the allegations of Paragraph 84 of the Complaint to the extent that the Alum market in the United States was and is a competitive market. GEO is without information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 84 of the Complaint, and therefore denies those allegations.

52. GEO denies the allegations of Paragraph 85.

**III. The conspiracy was hatched with a meeting in 1997**

53. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 86, 87, and 88 of the Complaint, and therefore denies those allegations.

**IV. Defendants participated in and furthered the conspiracy in several ways**

54. GEO denies the allegation of Paragraph 89 of the Complaint to the extent they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 89 of the Complaint, and therefore denies those allegations.

**A. Meetings between supposed competitors**

55. GEO denies the allegations of Paragraph 90 of the Complaint.

56. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 91 and 92 of the Complaint, and therefore denies those allegations.

**B. Defendants repeatedly affirmed their commitment to conspire with each other**

57. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 93, 94, 95, and 96 of the Complaint, and therefore denies those allegations.

**C. Defendant's internal documents demonstrate a commitment to conspire**

58. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraph 97 of the Complaint, and therefore denies those allegations.

**D. Defendants used code phrases to hide and further the conspiracy**

59. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 98 and 99 of the Complaint, and therefore denies those allegations.

60. GEO admits that on December 20, 2005 Ken Ghazey sent an email to Alex Avraamides. GEO denies the remaining allegations of Paragraph 100 of the Complaint as an incomplete, and therefore inaccurate recitation of a written document.

61. GEO admits that on April 14, 2006 Ken Ghazey sent an email to Alex Avraamides. GEO denies the remaining allegations of Paragraph 101 of the Complaint as an incomplete, and therefore inaccurate recitation of a written document.

62. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraph 102 of the Complaint, and therefore denies those allegations

63. The allegations of Paragraph 103 of the Complaint do not require a response. To the extent a response was intended, GEO denies them.

**E. Specific examples of Defendants rigging bids and allocating customers**

64. GEO denies the allegations of Paragraph 104 of the Complaint to the extent they pertain to GEO and to the extent it denied the allegations in the referenced paragraphs. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 104 of the Complaint, and therefore denies those allegations.

**a. Rochester, MN (2005)**

65. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 105, 106, and 107 of the Complaint, and therefore denies those allegations.

**b. Mahrt, AL (2006)**

66. GEO denies the allegations of Paragraph 108 of the Complaint.

67. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 109, 110, 111, 112, 113, and 114 of the Complaint, and therefore denies those allegations.

**c. Akzo Nobel and MeadWestvaco (2006)**

68. GEO denies the allegations of Paragraph 115 of the Complaint.

69. GEO denies the allegations of Paragraph 116 of the Complaint as an incomplete, and therefore inaccurate recitation of a written document.

**d. Pittsburg, CA (2008 & 2009)**

70. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 117, 118, and 119 of the Complaint, and therefore denies those allegations.

**e. Dekalb County, GA (2009)**

71. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 120, 121, 122, and 123 of the Complaint, and therefore denies those allegations.

**f. City of Frankfort, KY (2009)**

72. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 124 and 125 of the Complaint, and therefore denies those allegations.

**g. Henderson and Charlotte, NC (2009)**

73. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 126, 127, 128, 129 and 130 of the Complaint, and therefore denies those allegations.

**h. Maryville, TN (2009 – 2010)**

74. GEO denies the allegations of Paragraph 131 of the Complaint.

75. GEO admits that it has sold Alum to Maryville, TN. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 132 of the Complaint, and therefore denies those allegations.

76. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 133 and 134 of the Complaint, and therefore denies those allegations.

**i. High Point, NC (2010)**

77. GEO denies the allegations of Paragraph 135 of the Complaint.

78. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 136, 137, 138, 139, 140, and 141 of the Complaint, and therefore denies those allegations.

**j. Maysville, KY (2010)**

79. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 142, 143, 144, and 145 of the Complaint, and therefore denies those allegations.

**k. Sulphur Springs, TX (2010)**

80. GEO denies the allegations of Paragraph 146 of the Complaint.

81. GEO denies the allegations of Paragraph 147 of the Complaint as an incomplete, and therefore inaccurate recitation of a written document.

82. GEO admits that it submitted a bid in May 2010 to supply Alum to Sulphur Springs, TX at \$450.38/DT and that GEO understands from publicly available information that Defendant General Chemical Corporation submitted a bid of \$285.00/DT. GEO denies the remaining allegations of Paragraph 148 of the Complaint.

**l. Hickory, NC (2010)**

83. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 149 and 150 of the Complaint, and therefore denies those allegations.

**m. Somerset, KY (2010)**

84. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 151, 152, 153, and 154 of the Complaint, and therefore denies those allegations.

**n. Columbia, SC (2010)**

85. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 155, 156, 157, and 158 of the Complaint, and therefore denies those allegations.

**o. Sidney, OH (2010)**

86. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 159 and 160 of the Complaint and therefore denies those allegations.

**p. Monteregie & St. Jean sur Richlieu (2010)**

87. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 161 and 162 of the Complaint and therefore denies those allegations.

**q. Domtar Paper Company (2010-2011)**

88. GEO denies the allegations of Paragraph q(i) of the Complaint.

89. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs q(ii), q(iii), and q(iv) of the Complaint and therefore denies those allegations.

**r. Georgia Pacific Paper Company (2011)**

90. GEO denies the allegations of Paragraph r(i) of the Complaint.

91. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraph r(ii) of the Complaint and therefore denies those allegations.

**s. Manatee, Tampa Bay & Peace River Manasota Regional Water Supply**

92. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 163, 164, and 165 of the Complaint, and therefore denies those allegations.

**F. To maintain the conspiracy, Defendants also allocated customers involving other sulfate-based water treatment chemical products.**

93. GEO denies the allegations of Paragraph 166 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 166 of the Complaint, and therefore denies those allegations.

94. GEO is without information sufficient to form a belief as to the truth of the allegations of Paragraphs 167 and 168 of the Complaint, and therefore denies those allegations.

95. GEO admits the allegations of Paragraph 169 of the Complaint to the extent that it bid to provide Alum in Fayetteville, Arkansas in 2008 and Pensacola, Florida in 2010. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 169 of the Complaint, and therefore denies them.

96. GEO denies the allegations of Paragraph 170 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 170 of the Complaint, and therefore denies those allegations.

**H. Defendants policed and enforced the conspiracy**

97. GEO denies the allegations of Paragraphs 171 and 172 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraphs 171 and 172 of the Complaint, and therefore denies those allegations.

98. GEO admits the allegations of Paragraph 173 of the Complaint to the extent that it had previously sold Alum to Carthage, TX. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 173 of the Complaint, and therefore denies those allegations.

**CLASS ACTION ALLEGATIONS**

99. The allegations of Paragraphs 174 and 175 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

100. GEO denies the allegations of Paragraphs 176 and 177 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraphs 176 and 177 of the Complaint, and therefore denies those allegations.

101. The allegations of Paragraphs 178, 179, 180, and 181 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

**PLAINTIFFS AND THE CLASS SUFFERED ANTITRUST AND CONSUMER  
PROTECTION INJURY**

102. GEO denies the allegations of Paragraphs 182, 183, and 184 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraphs 182, 183, and 184 of the Complaint, and therefore denies those allegations.

103. GEO admits the allegations of Paragraph 185 to the extent that Frank Reichl plead guilty on October 27, 2015. GEO denies the allegations of Paragraph 185 of the Complaint as it pertains to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 185 of the Complaint, and therefore denies those allegations.

104. GEO denies the allegations of Paragraphs 186, 187, 188, and 189 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraphs 186, 187, 188, and 189 of the Complaint, and therefore denies those allegations.

105. The allegations of Paragraph 190 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

**FIRST CLAIM FOR RELIEF**

**(Violation of State Antitrust Statutes)**

106. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraphs 191, 192, 193, 194, 195, and 196 of the Complaint.

## **SECOND CLAIM FOR RELIEF**

### **(Violation of State Consumer Protection and Unfair and Deceptive Trade Practices Statutes)**

107. In response to Paragraph 197 of the Complaint, GEO incorporates and restates its responses to each of the foregoing Paragraphs of the Complaint.

108. GEO denies the allegations of Paragraphs 198, 199, and 200 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraphs 198, 199, and 200 of the Complaint, and therefore denies those allegations.

109. The allegations of Paragraph 201 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

110. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 202 of the Complaint.

111. GEO denies the allegations of Paragraph 203 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 203 of the Complaint, and therefore denies those allegations.

112. The allegations of Paragraph 204 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

113. The allegations of Paragraph 205 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

114. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 206 of the Complaint.

115. GEO denies the allegations of Paragraph 207 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 207 of the Complaint, and therefore denies those allegations.

116. The allegations of Paragraph 208 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

117. The allegations of Paragraph 209 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

118. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 210 of the Complaint.

119. GEO denies the allegations of Paragraph 211 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 211 of the Complaint, and therefore denies those allegations.

120. The allegations of Paragraph 212 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

121. The allegations of Paragraph 213 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

122. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 214 of the Complaint.

123. GEO denies the allegations of Paragraph 215 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 215 of the Complaint, and therefore denies those allegations.

124. The allegations of Paragraph 216 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

125. The allegations of Paragraph 217 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

126. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 218 of the Complaint.

127. GEO denies the allegations of Paragraph 219 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 219 of the Complaint, and therefore denies those allegations.

128. The allegations of Paragraph 220 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

129. The allegations of Paragraph 221 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

130. GEO denies the allegations of Paragraph 222 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 222 of the Complaint, and therefore denies those allegations.

131. The allegations of Paragraph 223 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

132. The allegations of Paragraph 224 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

133. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 225 of the Complaint.

134. GEO denies the allegations of Paragraph 226 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 226 of the Complaint, and therefore denies those allegations.

135. The allegations of Paragraph 227 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

136. The allegations of Paragraphs 228 and 229 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

137. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 230 of the Complaint.

138. GEO denies the allegations of Paragraph 231 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 231 of the Complaint, and therefore denies those allegations.

139. The allegations of Paragraph 232 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

140. The allegations of Paragraphs 233 and 234 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

141. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 235 of the Complaint.

142. GEO denies the allegations of Paragraph 236 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 236 of the Complaint, and therefore denies those allegations.

143. The allegations of Paragraph 237 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

144. The allegations of Paragraph 238 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

145. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 239 of the Complaint.

146. GEO denies the allegations of Paragraph 240 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 240 of the Complaint, and therefore denies those allegations.

147. The allegations of Paragraph 241 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

148. The allegations of Paragraph 242 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

149. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 243 of the Complaint.

150. GEO denies the allegations of Paragraph 244 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 244 of the Complaint, and therefore denies those allegations.

151. The allegations of Paragraph 245 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

152. The allegations of Paragraph 246 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

153. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 247 of the Complaint.

154. GEO denies the allegations of Paragraph 248 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 248 of the Complaint, and therefore denies those allegations.

155. The allegations of Paragraph 249 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

156. The allegations of Paragraphs 250 and 251 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

157. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 252 of the Complaint.

158. GEO denies the allegations of Paragraph 253 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 253 of the Complaint, and therefore denies those allegations.

159. The allegations of Paragraph 254 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

160. The allegations of Paragraph 255 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

161. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 256 of the Complaint.

162. GEO denies the allegations of Paragraph 257 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 257 of the Complaint, and therefore denies those allegations.

163. The allegations of Paragraph 258 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

164. The allegations of Paragraph 259 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

165. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 260 of the Complaint.

166. GEO denies the allegations of Paragraph 261 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 261 of the Complaint, and therefore denies those allegations.

167. The allegations of Paragraph 262 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

168. The allegations of Paragraph 263 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

169. GEO admits that on one or more occasions between 1997 and approximately February 2011, GEO agreed with Defendant General Chemical Corporation not to compete for each other's historical business with some customers by rigging bids related to Alum, and GEO denies the remaining allegations of Paragraph 264 of the Complaint.

170. GEO denies the allegations of Paragraph 265 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 265 of the Complaint, and therefore denies those allegations.

171. The allegations of Paragraph 266 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

### **THIRD CLAIM FOR RELIEF**

#### **(Unjust Enrichment and Disgorgement of Profits)**

172. In response to Paragraph 267 of the Complaint, GEO incorporates and restates its responses to each of the foregoing Paragraphs of the Complaint.

173. The allegations of Paragraph 268 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

174. GEO denies the allegations of Paragraph 269 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 269 of the Complaint, and therefore denies those allegations.

175. GEO denies the allegations of Paragraph 270 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 270 of the Complaint, and therefore denies those allegations.

176. GEO denies the allegations of Paragraphs 271 and 272.

177. GEO denies the allegations of Paragraph 273 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 273 of the Complaint, and therefore denies those allegations.

178. GEO denies the allegations of Paragraph 274 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 274 of the Complaint, and therefore denies those allegations.

179. GEO denies the allegations of Paragraph 275 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 275 of the Complaint, and therefore denies those allegations.

180. The allegations of Paragraphs 276 and 277 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

181. GEO denies the allegations of Paragraph 278 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 278 of the Complaint, and therefore denies those allegations.

182. GEO denies the allegations of Paragraph 279 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 279 of the Complaint, and therefore denies those allegations.

183. GEO denies the allegations of Paragraph 280 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 280 of the Complaint, and therefore denies those allegations.

184. GEO denies the allegations of Paragraph 281 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 281 of the Complaint, and therefore denies those allegations.

185. GEO denies the allegations of Paragraph 282 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 282 of the Complaint, and therefore denies those allegations.

186. GEO denies the allegations of Paragraph 283 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 283 of the Complaint, and therefore denies those allegations.

187. GEO denies the allegations of Paragraph 284 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 284 of the Complaint, and therefore denies those allegations.

188. The allegations of Paragraph 285 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

189. GEO denies the allegations of Paragraph 286 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 286 of the Complaint, and therefore denies those allegations.

190. GEO denies the allegations of Paragraph 287 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 287 of the Complaint, and therefore denies those allegations.

191. GEO denies the allegations of Paragraph 288 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 288 of the Complaint, and therefore denies those allegations.

192. GEO denies the allegations of Paragraph 289 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 289 of the Complaint, and therefore denies those allegations.

193. GEO denies the allegations of Paragraph 290 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 290 of the Complaint, and therefore denies those allegations.

194. GEO denies the allegations of Paragraph 291 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 291 of the Complaint, and therefore denies those allegations.

195. GEO denies the allegations of Paragraph 292 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 292 of the Complaint, and therefore denies those allegations.

196. GEO denies the allegations of Paragraph 293 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 293 of the Complaint, and therefore denies those allegations.

197. GEO denies the allegations of Paragraph 294 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 294 of the Complaint, and therefore denies those allegations.

198. GEO denies the allegations of Paragraph 295 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 295 of the Complaint, and therefore denies those allegations.

199. GEO denies the allegations of Paragraph 296 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 296 of the Complaint, and therefore denies those allegations.

200. GEO denies the allegations of Paragraph 297 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 297 of the Complaint, and therefore denies those allegations.

201. GEO denies the allegations of Paragraph 298 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 298 of the Complaint, and therefore denies those allegations.

202. GEO denies the allegations of Paragraph 299 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 299 of the Complaint, and therefore denies those allegations.

203. GEO denies the allegations of Paragraph 300 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 300 of the Complaint, and therefore denies those allegations.

204. GEO denies the allegations of Paragraph 301 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 301 of the Complaint, and therefore denies those allegations.

205. GEO denies the allegations of Paragraph 302 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 302 of the Complaint, and therefore denies those allegations.

206. GEO denies the allegations of Paragraph 303 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 303 of the Complaint, and therefore denies those allegations.

207. GEO denies the allegations of Paragraph 304 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 304 of the Complaint, and therefore denies those allegations.

208. GEO denies the allegations of Paragraph 305 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 305 of the Complaint, and therefore denies those allegations.

209. GEO denies the allegations of Paragraph 306 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 306 of the Complaint, and therefore denies those allegations.

210. GEO denies the allegations of Paragraph 307 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 307 of the Complaint, and therefore denies those allegations.

211. GEO denies the allegations of Paragraph 308 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 308 of the Complaint, and therefore denies those allegations.

212. GEO denies the allegations of Paragraph 309 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 309 of the Complaint, and therefore denies those allegations.

213. GEO denies the allegations of Paragraph 310 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 310 of the Complaint, and therefore denies those allegations.

214. GEO denies the allegations of Paragraph 311 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 311 of the Complaint, and therefore denies those allegations.

215. GEO denies the allegations of Paragraph 312 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 312 of the Complaint, and therefore denies those allegations.

216. GEO denies the allegations of Paragraph 313 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 313 of the Complaint, and therefore denies those allegations.

217. GEO denies the allegations of Paragraph 314 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 314 of the Complaint, and therefore denies those allegations.

218. GEO denies the allegations of Paragraph 315 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 315 of the Complaint, and therefore denies those allegations.

219. GEO denies the allegations of Paragraph 316 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 316 of the Complaint, and therefore denies those allegations.

220. GEO denies the allegations of Paragraph 317 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 317 of the Complaint, and therefore denies those allegations.

221. GEO denies the allegations of Paragraph 318 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 318 of the Complaint, and therefore denies those allegations.

222. GEO denies the allegations of Paragraph 319 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 319 of the Complaint, and therefore denies those allegations.

223. GEO denies the allegations of Paragraph 320 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 320 of the Complaint, and therefore denies those allegations.

224. GEO denies the allegations of Paragraph 321 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 321 of the Complaint, and therefore denies those allegations.

225. GEO denies the allegations of Paragraph 322 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 322 of the Complaint, and therefore denies those allegations.

226. GEO denies the allegations of Paragraph 323 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 323 of the Complaint, and therefore denies those allegations.

227. GEO denies the allegations of Paragraph 324 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 324 of the Complaint, and therefore denies those allegations.

228. GEO denies the allegations of Paragraph 325 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of 325 of the Complaint, and therefore denies those allegations.

229. GEO denies the allegations of Paragraph 326 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 326 of the Complaint, and therefore denies those allegations.

230. GEO denies the allegations of Paragraph 327 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 327 of the Complaint, and therefore denies those allegations.

231. GEO denies the allegations of Paragraph 328 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 328 of the Complaint, and therefore denies those allegations.

232. GEO denies the allegations of Paragraph 329 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 329 of the Complaint, and therefore denies those allegations.

233. GEO denies the allegations of Paragraph 330 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 330 of the Complaint, and therefore denies those allegations.

234. GEO denies the allegations of Paragraph 331 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 331 of the Complaint, and therefore denies those allegations.

235. GEO denies the allegations of Paragraph 332 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 332 of the Complaint, and therefore denies those allegations.

236. GEO denies the allegations of Paragraph 333 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 333 of the Complaint, and therefore denies those allegations.

237. GEO denies the allegations of Paragraph 334 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 334 of the Complaint, and therefore denies those allegations.

238. GEO denies the allegations of Paragraph 335 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 335 of the Complaint, and therefore denies those allegations.

239. GEO denies the allegations of Paragraph 336 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 336 of the Complaint, and therefore denies those allegations.

240. GEO denies the allegations of Paragraph 337 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 337 of the Complaint, and therefore denies those allegations.

241. GEO denies the allegations of Paragraph 338 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 338 of the Complaint, and therefore denies those allegations.

242. GEO denies the allegations of Paragraph 339 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 339 of the Complaint, and therefore denies those allegations.

243. GEO denies the allegations of Paragraph 340 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 340 of the Complaint, and therefore denies those allegations.

244. GEO denies the allegations of Paragraph 341 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 341 of the Complaint, and therefore denies those allegations.

245. GEO denies the allegations of Paragraph 342 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 342 of the Complaint, and therefore denies those allegations.

246. GEO denies the allegations of Paragraph 343 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 343 of the Complaint, and therefore denies those allegations.

247. GEO denies the allegations of Paragraph 344 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 344 of the Complaint, and therefore denies those allegations.

248. GEO denies the allegations of Paragraph 345 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 345 of the Complaint, and therefore denies those allegations.

249. GEO denies the allegations of Paragraph 346 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 346 of the Complaint, and therefore denies those allegations.

250. GEO denies the allegations of Paragraph 347 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 347 of the Complaint, and therefore denies those allegations.

251. GEO denies the allegations of Paragraph 348 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 348 of the Complaint, and therefore denies those allegations.

252. GEO denies the allegations of Paragraph 349 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 349 of the Complaint, and therefore denies those allegations.

253. GEO denies the allegations of Paragraph 350 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 350 of the Complaint, and therefore denies those allegations.

254. GEO denies the allegations of Paragraph 351 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 351 of the Complaint, and therefore denies those allegations.

255. GEO denies the allegations of Paragraph 352 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 352 of the Complaint, and therefore denies those allegations.

256. GEO denies the allegations of Paragraph 353 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 353 of the Complaint, and therefore denies those allegations.

257. GEO denies the allegations of Paragraph 354 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 354 of the Complaint, and therefore denies those allegations.

258. GEO denies the allegations of Paragraph 355 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 355 of the Complaint, and therefore denies those allegations.

259. GEO denies the allegations of Paragraph 356 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 356 of the Complaint, and therefore denies those allegations.

260. GEO denies the allegations of Paragraph 357 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 357 of the Complaint, and therefore denies those allegations.

261. GEO denies the allegations of Paragraph 358 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 358 of the Complaint, and therefore denies those allegations.

262. GEO denies the allegations of Paragraph 359 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 359 of the Complaint, and therefore denies those allegations.

263. GEO denies the allegations of Paragraph 360 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 360 of the Complaint, and therefore denies those allegations.

264. GEO denies the allegations of Paragraph 361 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 361 of the Complaint, and therefore denies those allegations.

265. GEO denies the allegations of Paragraph 362 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 362 of the Complaint, and therefore denies those allegations.

266. GEO denies the allegations of Paragraph 363 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 363 of the Complaint, and therefore denies those allegations.

267. GEO denies the allegations of Paragraph 364 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 364 of the Complaint, and therefore denies those allegations.

268. GEO denies the allegations of Paragraph 365 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 365 of the Complaint, and therefore denies those allegations.

269. GEO denies the allegations of Paragraph 366 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 366 of the Complaint, and therefore denies those allegations.

270. GEO denies the allegations of Paragraph 367 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 367 of the Complaint, and therefore denies those allegations.

271. GEO denies the allegations of Paragraph 368 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 368 of the Complaint, and therefore denies those allegations.

272. GEO denies the allegations of Paragraph 369 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 369 of the Complaint, and therefore denies those allegations.

273. GEO denies the allegations of Paragraph 370 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 370 of the Complaint, and therefore denies those allegations.

274. GEO denies the allegations of Paragraph 371 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 371 of the Complaint, and therefore denies those allegations.

275. The allegations of Paragraph 372 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

276. GEO denies the allegations of Paragraph 373 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 373 of the Complaint, and therefore denies those allegations.

277. GEO denies the allegations of Paragraph 374 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 374 of the Complaint, and therefore denies those allegations.

278. GEO denies the allegations of Paragraph 375 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 375 of the Complaint, and therefore denies those allegations.

279. GEO denies the allegations of Paragraph 376 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 376 of the Complaint, and therefore denies those allegations.

280. GEO denies the allegations of Paragraph 377 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 377 of the Complaint, and therefore denies those allegations.

281. GEO denies the allegations of Paragraph 378 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 378 of the Complaint, and therefore denies those allegations.

282. GEO denies the allegations of Paragraph 379 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 379 of the Complaint, and therefore denies those allegations.

283. The allegations of Paragraph 380 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

284. GEO denies the allegations of Paragraph 381 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 381 of the Complaint, and therefore denies those allegations.

285. GEO denies the allegations of Paragraph 382 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 382 of the Complaint, and therefore denies those allegations.

286. GEO denies the allegations of Paragraph 383 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 383 of the Complaint, and therefore denies those allegations.

287. GEO denies the allegations of Paragraph 384 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 384 of the Complaint, and therefore denies those allegations.

288. GEO denies the allegations of Paragraph 385 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 385 of the Complaint, and therefore denies those allegations.

289. GEO denies the allegations of Paragraph 386 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 386 of the Complaint, and therefore denies those allegations.

290. GEO denies the allegations of Paragraph 387 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 387 of the Complaint, and therefore denies those allegations.

291. GEO denies the allegations of Paragraph 388 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 388 of the Complaint, and therefore denies those allegations.

292. GEO denies the allegations of Paragraph 389 the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 389 of the Complaint, and therefore denies those allegations.

293. GEO denies the allegations of Paragraph 390 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 390 of the Complaint, and therefore denies those allegations.

294. GEO denies the allegations of Paragraph 391 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 391 of the Complaint, and therefore denies those allegations.

295. The allegations of Paragraph 392 of the Complaint state legal conclusions to which no response is required. To the extent a response is necessary, GEO denies those allegations.

296. GEO denies the allegations of Paragraph 393 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 393 of the Complaint, and therefore denies those allegations.

297. GEO denies the allegations of Paragraph 394 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 394 of the Complaint, and therefore denies those allegations.

298. GEO denies the allegations of Paragraph 395 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 395 of the Complaint, and therefore denies those allegations.

299. GEO denies the allegations of Paragraph 396 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 396 of the Complaint, and therefore denies those allegations.

300. GEO denies the allegations of Paragraph 397 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 397 of the Complaint, and therefore denies those allegations.

301. GEO denies the allegations of Paragraph 398 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 398 of the Complaint, and therefore denies those allegations.

302. GEO denies the allegations of Paragraph 399 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 399 of the Complaint, and therefore denies those allegations.

303. GEO denies the allegations of Paragraph 400 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 400 of the Complaint, and therefore denies those allegations.

304. GEO denies the allegations of Paragraph 401 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 401 of the Complaint, and therefore denies those allegations.

305. GEO denies the allegations of Paragraph 402 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 402 of the Complaint, and therefore denies those allegations.

306. GEO denies the allegations of Paragraph 403 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 403 of the Complaint, and therefore denies those allegations.

307. GEO denies the allegations of Paragraph 404 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 404 of the Complaint, and therefore denies those allegations.

308. GEO denies the allegations of Paragraph 405 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 405 of the Complaint, and therefore denies those allegations.

309. GEO denies the allegations of Paragraph 406 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 406 of the Complaint, and therefore denies those allegations.

310. GEO denies the allegations of Paragraph 407 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 407 of the Complaint, and therefore denies those allegations.

311. GEO denies the allegations of Paragraph 408 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 408 of the Complaint, and therefore denies those allegations.

312. GEO denies the allegations of Paragraph 409 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 409 of the Complaint, and therefore denies those allegations.

313. GEO denies the allegations of Paragraph 410 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 410 of the Complaint, and therefore denies those allegations.

314. GEO denies the allegations of Paragraph 411 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 411 of the Complaint, and therefore denies those allegations.

315. GEO denies the allegations of Paragraph 412 of the Complaint as they pertain to GEO. GEO is without information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 412 of the Complaint, and therefore denies those allegations.

316. GEO denies each allegation it has not expressly admitted

#### **AFFIRMATIVE DEFENSES**

317. The Complaint fails to state a claim against GEO upon which relief can be granted.

318. Plaintiffs are barred from any relief herein by the applicable statutes of limitations.

319. Plaintiffs are barred from any relief for conduct occurring prior to GEO's bankruptcy.

320. Plaintiffs are barred from any relief herein because Plaintiffs have not suffered antitrust injury.

321. Plaintiffs are barred from any relief herein by the doctrine of estoppel.

322. Plaintiffs are barred from any relief herein by the doctrine of waiver.

323. Plaintiffs are barred from any relief herein by the doctrine of laches.

324. Plaintiffs' claims are barred, in whole or in part, because injuries alleged by Plaintiffs, to the extent any exist, were caused, in whole or in part, by the conduct of third parties for whom GEO is not responsible, through forces in the marketplace over which GEO has no control, or through the acts or omissions on the part of Plaintiffs.

325. Plaintiffs' claims are barred, in whole or in part, because GEO is not liable for the acts of any other Defendant.

326. Plaintiffs' claims for damages are barred because their alleged damages, if any, are too speculative and uncertain and remote, and because of the impossibility of ascertaining and allocating these alleged damages.

327. Plaintiffs' claims are barred, in whole or in part, because none of GEO's challenged actions or omissions substantially lessened competition within any properly defined market.

328. Plaintiffs are precluded from recovering damages, in whole or in part, because and to the extent of, their failure to mitigate alleged damages, if any.

329. Plaintiffs' claims are barred, in whole or in part, to the extent Plaintiffs seek damages that would constitute duplicative recovery and/or offset.

330. Plaintiffs' claims are barred, in whole or in part, to the extent the various states cited have not repealed the *Illinois Brick* doctrine.

331. Each of Plaintiffs' claims or causes of action are barred, in whole or in part, because to the extent that any employee or agent of GEO engaged in any unlawful act or omission, any such actionable act or omission would have been committed by individuals acting *ultra vires*.

GEO reserves the right to amend its Answer and Defenses to conform to such facts as may be revealed in discovery or otherwise.

WHEREFORE, Defendant, GEO Specialty Chemicals, Inc., requests that judgment be entered in its favor and against the Plaintiffs, that the Complaint be dismissed with prejudice, and that it recover its costs and be awarded such other relief as this Court deems just and equitable.

Dated: August 28, 2017

By: /s/ Robert F. Ware

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*Attorneys for Defendant GEO Specialty  
Chemicals, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on August 28, 2017, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notifications of such filings to all counsel of record.

/s/ Robert F. Ware  
Robert F. Ware

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